**UNITED STATES DISTRICT COURT**
**DISTRICT OF MINNESOTA**

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Felicia Burch, Scott Bloom, Matthew Burch, Jeffrey Ehlenz, Carol Gabriele, Nicole Graham, Jeffrey Kosek, Karen Zeeb, David Howard, Colleen Kist, Ronald Schneberger and Gena Margason, on behalf of themselves and other individuals similarly situated,

Plaintiffs,

v.

Qwest Corporation,

Defendant.

No. 06-CV-3523-MJD/AJB

Darcy Jones and Paul Larsen, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Qwest Communications International Inc., a Delaware corporation, Qwest Communications Corporation, a Colorado corporation, and Qwest Corporation, a Delaware corporation,

Defendants.

No. 07-CV-2979-MJD/AJB

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**DECLARATION OF REENA I. DESAI IN SUPPORT OF JOINT MOTION FOR FINAL SETTLEMENT APPROVAL**

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I, Reena I. Desai, declare as follows:

1. I am one of the attorneys with the law firm of Nichols Kaster, PLLP, Class Counsel for Plaintiffs and the Classes in the above-captioned matter. I make this Declaration based on my knowledge and information concerning this case.

2. I submit this Declaration in support of the Parties' Joint Motion for Final Approval of the Settlement.

3. This matter has been extensively litigated since it was filed in 2006. After over five years of litigation, the Parties have engaged in two rounds of substantial discovery and extensive motion practice. The Parties exchanged hundreds of thousands of documents. Qwest deposed 40 Plaintiffs in *Burch* and two Plaintiffs in *Jones*, and Plaintiffs took 15 depositions and a 30(b)(6) deposition with 21 designated witnesses.

4. Each individual's settlement amount was calculated by Class Counsel according to a formula which is based on a week-by-week analysis of (1) overtime allegedly due using a uniform assumption of unpaid daily overtime for each Plaintiff, (2) available payroll data, and (3) dates of employment during the relevant time periods. Claims arising after April 1, 2008 (when the Avaya telephone system was fully operational) were reduced to a nominal amount. Each Settlement Plaintiff's pro rata share of the net settlement amount was calculated by dividing his or her total damages calculated using Plaintiffs' formula by the sum of all Settlement Plaintiffs' estimated damages.

5. Included in the settlement was a total of 843 FLSA Plaintiffs, 573 FLSA and Rule 23 Plaintiffs, and 1,393 Rule 23 class members (collectively, "Settlement Class

members"). Following the Court's June 6, 2012 order granting preliminary approval, Class Counsel mailed the Court-approved Class Notices ("Notices") to the Settlement Class members on June 13, 2012.

6. Over the course of the notice period, Class Counsel promptly searched for alternate addresses and re-mailed the Notices to any Notices returned to Class Counsel as undeliverable. Class Counsel used its best efforts to ensure a response to the Notices from each Settlement Class member. Class Counsel, for example, re-mailed the Notices and Claim forms to each Settlement Class member who had not yet responded to the Notice on July 23, 2012 and again on August 17, 2012. Further, Class Counsel telephoned non-responding Settlement Class members to remind them of the August 27, 2012 deadline to respond and emailed them several times during the 75-day claims period.

7. Of the 1,416 FLSA and FLSA/Rule 23 Class members, 1,326 accepted their settlement offers (94%), 90 did not respond, and none rejected. Of the 1,393 Rule 23 Settlement Class members, 872 accepted their settlement offers (64%), 518 did not respond to the Notice, and three opted out. No Settlement Class member objected to the settlement. (*Id.*)

8. Class Counsel have conducted a thorough investigation into the facts of the action, including an extensive review of voluminous documents, written discovery and depositions, and diligently have pursued an investigation of Plaintiffs' claims against Qwest. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Qwest for the consideration and on the terms set forth

in the Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Plaintiffs and the Classes in light of all known facts and circumstances.

9. Attached hereto as exhibits are true and correct copies of the following:

**EXHIBIT 1**: Final Settlement Allocations (*filed under seal*);

**EXHIBIT 2:** List of Rule 23 Plaintiffs Who Opted Out of the Settlement;

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the foregoing is true and correct.

Dated: August 31, 2012

s/Reena I. Desai
Reena I. Desai